

09-29-2009

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



IEET  
Y

SEP 28

103575477

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Circuit City Stores West Coast, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: California  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) September 14, 2009

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Micro Electronics, Inc.

Internal

Address: Chief Financial Officer

Street Address: 4055 Leap Road

City: Hilliard

State: Ohio

Country: USA Zip: 43026

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship Ohio  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/506739

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

V (Stylized)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: T. James Koehler

Internal Address: Chief Financial Officer

Micro Electronics, Inc.

Street Address: 4055 Leap Road

City: Hilliard

State: Ohio Zip: 43026

Phone Number: (614) 850 3400

Fax Number: (614) 850 3401

Email Address: jkoehler@microcenter.com

6. Total number of applications and registrations involved:

Nine

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

8. Payment Information:

09/29/2009 MJAMA1 00000009 77506739

01 FC:8521 40.00 OP  
02 FC:8522 200.00 OP  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Signature

T. James Koehler

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document:

7

[Continues Trademark Recordation Form Cover Sheet submitted by J. James Koehler,  
o/b/o Micro Electronics, Inc. as receiving party]

#4. Additional trademark registration numbers and identification:

B. – Registration Number	C. - Identification
3420400	V VERGE (Design)
2984192	VERGE
3074267	VERGE
3043163	LIQUID VIDEO
3005974	ANIKA
3003528	ANIKA (Stylized)
2995848	ESA
3194858	ESA and Design

# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of September 14, 2009, between Micro Electronics, Inc. ("Assignee"), Circuit City Stores West Coast, Inc. a California corporation and Circuit City Stores, Inc., a Virginia corporation (collectively the "Assignors"). For purposes of this Agreement, each of Assignee and Assignors shall constitute a "Party" and, collectively, shall constitute the "Parties".

WHEREAS, the Assignee and Assignors are parties to an Asset Purchase Agreement, as amended (the "Purchase Agreement"), dated as of August 18, 2009. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignee is acquiring from Assignors the Acquired Assets, including all of Assignors' rights, title and interest in, to and under the United States and foreign trademarks and service marks and trademark and service mark applications and various state registrations and applications (together with all common law rights and goodwill associated therewith, collectively the "Marks") identified in Annex A attached hereto.

NOW, THEREFORE, in consideration of the foregoing, and the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, and subject to and in accordance with the Purchase Agreement, the Parties hereby agree as follows:

1. Assignment. Assignors hereby assign, convey and transfer to Assignee, and Assignee hereby receives, all of Assignors' rights, title and interest in, to and under the Marks, including all associated goodwill and the right to sue for and collect damages for infringements and past infringements thereof.

2. Recordation. The Parties agree that this Agreement may be recorded with the United States Patent and Trademark Office (the "PTO") or other governing authority, and similar offices and authorities in jurisdictions other than the United States, and the Parties hereby authorize the PTO, and such offices and authorities in jurisdictions other than the United States, to record this Agreement.

3. Further Assurances. From time to time after the Closing, without additional consideration, Assignors hereto will (or, if appropriate, cause their Affiliates to) execute and deliver such further instruments and take such other action as may be necessary or reasonably requested by Assignee to effectuate the assignment and transfer of the Marks.

4. Attorney-in-Fact. Assignors hereby appoint Assignee as their attorney-in-fact, with full authority in the place and stead of Assignors, and in the name of Assignors, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Agreement and Assignee's rights in the Marks.

5. Facsimile Signature; Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

6. Governing Law. This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the Commonwealth of Virginia applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties, by their respective authorized representatives, have caused this Agreement to be executed as of the Closing Date.

**MICRO ELECTRONICS, INC.**

By: *J. Kochler* CFO  
Name:  
Title:

**CIRCUIT CITY STORES, INC.**




By: *Michelle Mosier*  
Name: Michelle Mosier  
Title: Vice President and Controller

**CIRCUIT CITY STORES WEST  
COAST, INC.**

By: *Michelle Mosier*  
Name: Michelle Mosier  
Title: Authorized Signer

# ANNEX A


## VERGE

Canada	VERGE	1220129	6/11/2004			Pending	Circuit City Stores West Coast, Inc.	9	Intent to Use
Canada	VERGE Design	1318215	9/27/2006			Pending	Circuit City Stores West Coast, Inc.	9	Intent to Use; New Opposition filed 4/23/09
Japan	V VERGE (Design) 	2006-87545	9/20/2006	5156042	8/1/2008	Registered	Circuit City Stores West Coast, Inc.	9	
Japan	VERGE	2006-87544	9/20/2006	5156041	8/1/2008	Registered	Circuit City Stores West Coast, Inc.	9	
United States	V (Stylized) 	77/506739	6/24/2008			Pending	Circuit City Stores West Coast, Inc.	6,9,20	
United States	V VERGE (Design) 	78/848670	3/29/2006	3420400	4/29/2008	Registered	Circuit City Stores West Coast, Inc.	9,6,20	
United States	VERGE	78/359967	1/30/2004	2984192	8/9/2005	Registered	Circuit City Stores West Coast, Inc.	9	
United States	VERGE	78/265758	6/23/2003	3074267	3/28/2006	Registered	Circuit City Stores West Coast, Inc.	9	


**LIQUID VIDEO**

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Notes
United States	LIQUID VIDEO	76/455200	9/30/2002	3043163	1/17/2006	Registered	Circuit City Stores West Coast, Inc.	9	

**ANIKA**

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Notes
United States	ANIKA	78/477055	9/1/2004	3005974	10/11/2005	Registered	Circuit City Stores West Coast, Inc.	9,18	10/11/2011: Affidavit of Use; 10/11/2015: Renewal
United States	ANIKA (Stylized) 	76/628584	1/18/2005	3003528	10/4/2005	Registered	Circuit City Stores West Coast, Inc.	9,18	10/4/2011: Affidavit of Use; 10/4/2015: Renewal

**ESA**

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Notes
United States	ESA	78/283674	8/6/2003	2995848	9/13/2005	Registered	Circuit City Stores West Coast, Inc.	9	
United States	ESA and Design 	78/289750	8/20/2003	3194858	1/2/2007	Registered	Circuit City Stores West Coast, Inc.	9	